# THE NEW JERSEY TURNPIKE AUTHORITY PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

New Jersey Turnpike Administrative Offices 1 Turnpike Plaza P.O. Box 5042 Woodbridge, New Jersey 07095-5042 Tel. - 732-750-5300 Ext. 8640

# **REQUEST FOR BIDS**

# SMALL BUSINESS ENTERPRISE "SBE" SET-ASIDE PUBLIC BID

- TITLE: <u>CLEANING SERVICES</u>
- BID NO: **<u>RM-154373</u>**
- DUE DATE: <u>12/19/19</u>
- TIME: <u>11:00 AM</u>

#### SUBMIT BIDS BEFORE THE DUE DATE AND TIME STATED ABOVE TO THE ABOVE ADDRESS

# **BIDDER INFORMATION (PLEASE PRINT)**

#### NAME OF BIDDING ENTITY

ADDRESS

# CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

# REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

FAX NO

# **SECTION I**

# A. INTRODUCTION

The New Jersey Turnpike Authority (the "Authority") was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act (as amended and supplemented, "Act"). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue Bonds or Notes, subject to the approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the "Highway Authority"), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority currently operates both the Garden State Parkway ("GSP") and the New Jersey Turnpike ("Turnpike") (both roads are collectively referred to herein as the ("Roadways").

The Authority is governed by an eight-member Board of Commissioners ("Board"). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over \$100,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority's enabling statute as found in N.J.S.A. 27:23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public bid procurement.

# B. <u>BIDDER GUIDELINES/CHECKLIST</u>

# BIDS THAT FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

- In response to the Request for Bid ("RFB"), including the Instruction to Bidders, specifications and related bid documents (collectively, the RFB, Instruction to Bidders, specifications and related bid documents are referred to as "Bid Documents)"), sealed bids ("Bids") must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095. <u>LATE BIDS WILL BE RETURNED UNOPENED; ELECTRONIC, EMAILED OR FACSIMILE BIDS WILL NOT BE ACCEPTED</u>. A public Bid opening will take place at the New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095 at which time and place the Bids will be opened and read aloud.
- 2. <u>The entity submitting a Bid ("Bidder") must provide one original and one copy of the Bid.</u> The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of a contract.

- 3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications on the exception form attached.
- 4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration to unit and/or total prices must be initialed in ink by the Bidder.
- 5. The Bidder is encouraged to attend the site inspection at the following date(s) and time(s):

# Wednesday December 11, 2019 at 10:00 AM

#### 6. IF CHECKED, THIS RFB REQUIRES THE FOLLOWING MANDATORY DOCUMENT(S) BE SUBMITTED WITH THE BID. FAILURE TO COMPLY WILL RESULT IN REJECTION OF THE BID.

(a) Bid Bond, Letter of Surety or a Cashier's Check for 10% of the amount Bid	$\boxtimes$
(b) Ownership Disclosure Statement (Exhibit C, Instruction to Bidders page 22)	$\boxtimes$
(c) Vendor Disclosure Form (Exhibit G, Instruction to Bidders page 31)	$\boxtimes$
(d) Disclosure of Investment Activities in Iran (Exhibit G-1, Instruction to Bidders page 32)	$\boxtimes$
(e) SBE/WBE/MBE Certificates and Form	$\mathbf{X}$

# 7. TO FACILITATE THE CONTRACT AWARD PROCESS, BIDDERS ARE REQUESTED TO SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID. IN THE EVENT THE DOCUMENTS ARE NOT SUBMITTED WITH THE BID, THEY SHALL BE SUBMITTED WITHIN THREE (3) BUSINESS DAYS FOLLOWING A VERBAL OR WRITTEN REQUEST FROM THE AUTHORITY.

- (a) Certification of Registration with the Secretary of State (only if non-NJ corporation)  $\square$
- (b) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)  $\square$

8. Bidder must sign the Bid

9. SEE THE AUTHORITY'S INSTRUCTION TO BIDDERS (ATTACHED) FOR A COMPLETE LIST OF THE AUTHORITY'S STANDARD CONTRACT TERMS AND CONDITIONS, AS WELL AS OTHER FORMS THAT ARE REQUIRED PRIOR TO THE AWARD OF CONTRACT(S).

 $\mathbf{X}$ 

# THE LOWEST RESPONSIBLE BIDDER(S) MUST SUBMIT THE FOLLOWING CHECKED DOCUMENTS PRIOR TO CONTRACT AWARD.

(a)	Mandatory Equal Employment Opportunity Language	$\boxtimes$
(b)	Affirmative Action Information Sheet with Certificate or Form AA302	$\boxtimes$
(c)	State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 & EO 117	$\boxtimes$
(d)	Notice to All Bidders of Set-Off for State Tax	$\boxtimes$
(e)	Insurance Certificate	$\boxtimes$
(f)	State of New Jersey Division of Business Registration Certificate	$\boxtimes$
(g)	Instruction and agreement for Direct Payment (ACH)	$\boxtimes$

# **SECTION II**

# A. <u>INTENTION</u>

- 1. **Sealed Bids** (<u>**Paper Submission Only**</u>) for <u>**RM-154373**</u> must be received at the New Jersey Turnpike Authority Administrative Offices, 1 Turnpike Plaza, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this RFB, at which time and place Bids will be opened and read in public.
- 2. Bidders mailing Bids should allow for normal mail delivery time to ensure timely receipt of the Bids by the Authority. <u>Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to the Authority's Administrative Offices. The Authority will not be responsible for any Bid that is not received by the required date and time, and any late Bid will be returned, unopened to the Bidder.</u>
- 3. It is the intention of the Authority to issue a Purchase Order/ "NOA" for the procurement of <u>CLEANING SERVICES</u>.
- 4. Items purchased under any contract awarded pursuant to this RFB (the "Contract") will be delivered as directed by the Authority.
- 5. The Contract payment is based upon the current Prevailing Wage Rates applicable to the work to be performed at the time of bid. In the event the Prevailing Wage Rates applicable to the work are increased above the Base Rate, Contractor shall notify the Authority of such increase, and thereafter the Contractor Payment shall automatically be modified to reflect the changes to the Prevailing Wage Rates, without the need for a further amendment to the Contract.
- 6. The initial Contract period shall commence on the date stated in the Service Agreement and shall terminate two (2) years from the date of award of the Contract. The Authority, in its sole discretion, may extend the original Contract term for two (2) additional one (1) year terms.

In the event that the Authority exercises its right to extend the Contract for the first additional term, the original bid prices may be subject to renegotiation provided the maximum increase shall not result in any bid item exceeding six percent (6%) of the original bid price, based, based on the approval by the Director of Procurement.

In the event that the Authority exercises its right to extend the Contract for a second term, the original bid prices may again be subject to renegotiation provided the maximum increase shall not result in any bid item exceeding 10 percent (10%) of the original bid price based on the approval by the Director of Procurement.

7. Please address all questions regarding this RFB in writing to the Procurement and Materials Management Department ("PMM") via email to <u>noble@njta.com</u>. All questions must be submitted no later than **3:00 PM on Monday, December 12, 2019**.

# B. <u>BID SHEET INSTRUCTIONS</u>

1. Bidders must follow all instructions in the Bid Documents issued by the Authority, and any addenda issued by the Authority in connection with the RFB.

- 2. Bidders must examine the Bid Documents carefully before bidding and must submit, in writing to PMM via email to <u>noble@njta.com</u>, all requests for any interpretation or correction of any apparent ambiguity, inconsistency or error in the Bid Documents. If necessary, an interpretation or correction to the Bid Documents shall be issued by the Director of PMM at least three (3) days prior to the bid opening, in the form of an addendum to Bidders who have obtained the Bid Documents in accordance with *N.J.A.C.* 19:9-2.2(a)(3). <u>Requests for interpretation or correction shall be considered only if received no later than 3:00 PM on Monday, December 12, 2019 and are to be sent via email to noble@njta.com</u>.
- 3. The submission of a Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify PMM of the existence of an ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority's interpretation of such ambiguity or inconsistency.
- 4. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the Bid Documents, or irregularities of any kind, may be rejected by the Authority, in its sole discretion.
- 5. The Bidder shall not attach conditions, limitations or provisos to its Bid.
- 6. <u>The Authority will accept Approved Equivalent items on this Bid.</u> If a Bidder is basing its Bid on items other than what is specified in the Bid Documents, and wishes the items proposed to be considered as an "Approved Equivalent," the Bidder shall enter a price on the Bid sheet and, using the Exception Form insert thereon in the exact format of the line item on the RFB, the item number, item description including manufacturers name, model number, informational brochure(s), and packaging quantities of those items that the Bidder proposes to substitute.

#### C. BASIS OF AWARD

- 1. Bidders must supply a price for every item listed. <u>Bids not having a price for all listed items may</u> <u>be rejected.</u>
- 2. Bidders must quote only one price per line item. <u>If a Bidder quotes multiple prices per line item,</u> <u>the Bid may be rejected</u>.
- 3. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority, and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities.
- 4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price(s).
- 5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
- 6. Any award hereunder will be made to the lowest responsible and responsive bidder for the total of Line Item No.1 Basic Services Bid. Only those Bids that meet all the requirements and qualifications contained in these Bid Documents will be considered.

- 7. Bidders shall Bid on Option No. 1; however, Option No. 1 shall not be used to determine the lowest responsible bidder. It shall be within the Authority's sole discretion as to whether to include Option No. 1 in any Contract award hereunder.
- 8. Bidders shall bid on Option No. 2; however, Option No. 2 shall not be used to determine the lowest responsible bidder. It shall be within the Authority's sole discretion as to whether the successful Bidder will be called upon, during the term of the Contract, to perform the services for the price Bid under Option No. 2.

# D. SMALL BUSINESS ENTERPRISE SET-ASIDE CONTRACT FOR GOODS AND SERVICES

It is the policy of the Authority that Small Business Enterprises ("SBEs") as determined and defined by the State of New Jersey, Division of Minority and Women Business Development ("Division") and the Department of the Treasury in *N.J.A.C.* 12A:10A-1 <u>et seq.</u> have the opportunity to compete for and participate in the performance of contracts and subcontracts for construction and for the purchase of goods and services. The Authority further requires that its contractors/vendors agree to take all necessary and responsible steps, in accordance with *N.J.A.C.* 52:32-17 <u>et seq.</u> and *N.J.A.C.* 17:14-1.1 to ensure that SBEs have these opportunities.

As an aid in meeting the commitment of its SBE Programs, the Authority is designating the Contract to be awarded hereunder as an SBE Set-Aside Contract. To be eligible for a set-aside and/or subcontracting contract, small businesses must be registered with the Division of Revenue, Small Businesse Enterprise Unit on or before the due date for receipt of Bids.

Only those Bidders who are registered with the Division as SBEs in any of the eligible small business Categories I, II, III, IV, V and VI appropriate to the RFB shall submit a Bid.

#### Bids received from businesses not designated as SBEs will be rejected.

#### E. <u>MISCELLANEOUS</u>

- 1) ELECTRONIC PAYMENT: The Authority will pay the successful Bidder under the Contract <u>via</u> <u>electronic deposit</u> into the successful Bidder's business bank account. <u>NO OTHER FORM OF</u> <u>PAYMENT WILL BE PROVIDED</u>. <u>See</u> Exhibit M in the Instructions to Bidders on the Authority's website for the required electronic payment forms: <u>http://www.njta.com/doing-business/goods-and-</u> <u>services.</u>
- 2) Contract Bond: The successful bidder will be required, upon award, to provide a contract bond in an amount of 10% of the Contract amount.

# F. BID QUOTATION SHEET

Bidder, in compliance with the Bid Documents, having examined the scope of services, hereby proposes to furnish cleaning services for the following prices.

#### (1) **<u>BASIC SERVICES</u>**:

ITEM NO.	DESCRIPTION	A. MONTHLY SERVICES	B. INCLUSIVE PRICE PER MONTH	C. TOTAL CONTRACT (2-Year Term)
1.	ALL-INCLUSIVE FIRM-FIXED PRICE PER MONTH TO PROVIDE ALL CLEANING SERVICES AS SPECIFIED IN THE SCOPE OF SERVICES FOR THE AUTHORITY'S ADMINISTRATIVE OFFICES IDENTIFIED HEREIN <b>CLEANABLE SQUARE FOOTAGE:</b> 163,829 SF	24 MONTHS	\$	\$

#### (2) <u>OPTIONAL SERVICES</u>:

BIDDERS SHALL SUBMIT A PRICE BELOW FOR OPTION NO. 1, WINDOW CLEANING SERVICES, AS DESCRIBED IN THE WINDOW CLEANING SPECIFICATIONS, BELOW. OPTION NO. 1 MAY BE AWARDED, IN THE AUTHORITY'S SOLE DISCRETION, AND IF AWARDED, WILL BECOME PART OF THE CONTRACT HEREUNDER. THE PRICE BID FOR OPTION NO. 1 WILL NOT BE USED IN DETERMINING THE LOWEST, RESPONSIBLE BIDDER.

BIDDERS SHALL ALSO SUBMIT A PRICE BELOW FOR OPTION NO. 2, CARPET CLEANING AND FLOOR REFINISHING, AS DESCRIBED IN SECTION III. B. 6.b., BELOW. DURING THE TERM OF THE CONTRACT, THE AUTHORITY MAY REQUEST CARPET CLEANING AND/OR FLOOR REFINISHING SERVICES. IF REQUESTED, IN THE SOLE DISCRETION OF THE AUTHORITY, THE SUCCESSFUL BIDDER SHALL PROVIDE THE SERVICES AT THE PRICES BID BELOW. THE PRICES BID FOR OPTION NO. 2 WILL NOT BE USED IN DETERMINING THE LOWEST, RSPONSIBLE BIDDER, BUT THE SUCCESSFUL BIDDER SHALL BE BOUND BY THE PRICES BID BELOW FOR THE OPTION NO. 2 SERVICES, IF REQUESTED BY THE AUTHORITY DURING THE TERM OF THE CONTRACT.

#### **Option No. 1: Window Cleaning Specifications:**

- 1. Clean all exterior windows (inside and outside):
  - a. Bidder shall use a non-abrasive cleaning solution.
  - b. Exterior ledges / interior sills shall be wiped clean of water and dirt particles.
  - c. Upon completion of the cleaning process, windows shall be free of any dirt, film, oxidation, and streaks.
- 2. Bidder shall provide adequate protection for the exterior of the building during the window washing operation.
- 3. The successful Bidder shall furnish and maintain staging and powered scaffolding, as well as all equipment and solutions necessary to perform the work in accordance with these specifications and all local, State, and federal laws, codes, guidelines, and standards, as applicable. OSHA approved roof tie-backs are available on the building.
- 4. Bidders must comply with the International Window Cleaning Association's ANSI/IWCA I-14.1-2001 standard, the provisions of which are incorporated into OSHA 1910.27 (Scaffolds and Rope Descent Systems).

OPTION NO. 1	DESCRIP TION	A. SEMI- ANNUAL SERVICES	B. INCLUSIVE PRICE PER SERVICE	C. TOTAL
	WINDOW CLEANING SERVICES AS DESCRIBED ABOVE	4	\$	\$

<b>OPTION NO. 2</b>	DESCRIPTION	PER SQUARE FOOT
	CARPET CLEANING	\$
	FLOOR REFINISHING	\$

# ANY INQUIRIES CONCERNING THIS BID MUST BE SENT TO THE PMM VIA EMAIL TO NOBLE@NJTA.COM BY THE DATE AND TIME SET FORTH IN THE BID DOCUMENTS.

PURSUANT TO N.J.A.C. 19:9-2.2 (a)(3), Addenda will be distributed and posted on the Authority's website at least three days prior to the bid opening.

# NEW JERSEY TURNPIKE AUTHORITY

Very truly yours, Dale Barnfield, Acting Director Procurement and Materials Management

Name of Company / Authorized Signature of Bidder

:

### G. SIGNATURE PAGE

1. <u>ADDENDA / INQUIRIES:</u> COMPLETE (if applicable) BEFORE SUBMITTING BID: Receipt of Addendum / Inquiries #\_\_\_\_\_dated\_\_\_\_\_\_is hereby acknowledged. Receipt of Addendum / Inquiries #\_\_\_\_\_dated\_\_\_\_\_\_is hereby acknowledged.



### CHECK BOX IF NO ADDENDA/INQUIRY ISSUED

(All Addenda / Inquiries must be acknowledged as indicated above.)

- 2. **<u>BID IRREVOCABLE</u>**: Bidder's Bid shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens the Bids except in those instances where an unsuccessful Bidder has filed a bid protest pursuant to *N.J.A.C.* 19:9-2.12. Upon notification of a protest, Bidders are required to hold their prices for an additional 90 days. All Bidders will be notified in writing of the action taken by the Authority.
- 3. <u>OFFER/CERTIFICATION:</u> The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Bid Documents and resulting Contract. The undersigned further certifies its understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he/she/it executes this Bid with full authority so to do; and that all statements contained in this Bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

#### 4. AUTHORIZED SIGNATURE:

Print Name and Title:	
Bidder:	
Address:	
City, State, Zip:	
E-mail address:	
Telephone #:	Fax: #
Date:	

# H. SITE INSPECTION (OPTIONAL

A non-mandatory site inspection will be conducted on **Wednesday**, **December 11**, **2019** commencing at **10:00 AM** at the Authority's Administration Building, 1 Turnpike Plaza, Woodbridge, NJ. The purpose of this meeting will be to examine the work areas, ask specific questions, and request clarifications on the specification portion of the Bid Documents. All interested bidders are strongly encouraged to attend in order to familiarize themselves with all conditions that may affect the time or cost of performance. Please notify Christine Noble in writing via email to <u>noble@njta.com</u> by **Tuesday**, **December 10**, **2019** if you will be attending the site inspection.

# I. INQUIRIES

**ONLY typewritten** inquiries concerning the Bid Documents will be accepted. They should be directed to PMM and submitted via email to <u>noble@njta.com</u>. The inquiry deadline is **3:00 PM**, **Thursday**, **December 12, 2019**. Inquiries <u>will not</u> be entertained after this date and time.

#### J. <u>CLIENT REFERENCES</u>

Bidders shall complete Exhibit A (pages 21 and 22), providing a list of seven (7) client references, at least three (3) of which shall be current clients, for whom the same or similar type of services as those sought in this RFB have been or are being provided.

#### K. <u>BIDDERS' QUALIFICATIONS</u>

In addition to all other requirements contained in the Bid Documents, all Bidders shall:

1. Have at least five (5) years' experience in performing services similar in scope and size to the services required by the Bid Documents.

2. Be compliant with all OSHA and other legal requirements, as applicable, to perform the services.

3. Be the holder of a Safety Certification from International Window Cleaning Association (IWCA) or equivalent, evidencing safety training for employed window cleaners, in the event Option No. 1 is selected by the Authority.

# **SECTION III**

# SCOPE OF SERVICES

#### A. <u>GENERAL SCOPE</u>

- 1. The Successful Bidder shall be required to provide the minimum cleaning services for the property as outlined in Property Square Footage, Appendix 1 attached hereto.
- 2. The Successful Bidder shall be required to furnish all supplies and materials, equipment, machinery, transportation and other implements necessary to execute the contract. Cleaning supplies that will be provided by the Authority are limited to paper towels, toilet tissue, liquid hand soap, waxed feminine sanitary bags and plastic trash can liners. The Authority assumes no responsibility for equipment, tools, materials or any other items used in the performance of Bidder's work. This shall include stored materials and supplies, if any. Authority property will not be used in any manner for personal advantage, business gain, or other personal endeavor by the Successful Bidder or its employees.
- 3. The Successful Bidder shall maintain that all employees have been trained in appropriate safety measures to ensure Bidder's employees are performing their work in a safe manner.

#### B. <u>DETAILED SCOPE</u>

The Authority expects the Facility specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional cleaning service. The minimum service will be as follows:

#### 1. Office Areas

#### a) Daily

- i) Empty wastepaper baskets and trash receptacles, damp wipe trash receptacles daily, replace plastic liners in receptacles daily if necessary.
- ii) Vacuum all carpeted areas / Spot clean carpeting as required.
- iii) Dust mop hard surface flooring with treated medium. Clean corners and edges carefully so as to remove accumulations of dust and debris.
- iv) Damp mop hard surface flooring in kitchens and/or break rooms, leaving no streaking or mop debris.
- v) Mixed paper and corrugated cardboard collected from facilities shall be placed in the designated container.
- vi) Report all deficiencies to the Authority's representative.

#### b) Weekly

- i) Dust office fixtures, desks, credenzas, tables, chairs, file cabinets, etc., with treated material. Do not move papers. Dust around office machines and communications equipment. Do not move equipment.
- ii) Dust/wipe all telephones and affiliated equipment with antiseptic treated cloths.
- iii) Spot clean walls, doors, frames, and light switches.
- iv) Low dust chair and table bases, and baseboards.
- v) All upholstered furniture shall be vacuumed once a week.

vi) Clean all glass doors with glass cleaning solution.

# c) Monthly

- i) High dust door frames, windowsills, ledges, fixtures, etc.
- ii) Dust fire bells, fire extinguishers and exit signs.
- iii) Dust or vacuum HVAC registers.
- iv) Clean storage closets, coatroom shelving and coat racks.

# 2. Lobbies and Public/Common Areas

### a) Daily

- i) Empty wastepaper baskets and trash receptacles, damp wipe trash receptacles daily, replace plastic liners in receptacles daily if necessary.
- ii) Vacuum all carpeted areas and entrance mats
- iii) Dust mop hard surface flooring with treated medium. Clean corners and edges carefully so as to remove accumulations of dust and debris.
- iv) Clean all entrance glass doors (interior and exterior) with glass cleaning solution.
- v) Clean and vacuum elevator cab floors and walls as well as tracks and (door) foot plates.
- vi) Clean, sanitize and polish drinking fountains.
- vii) Report physical deficiencies to the Authority's representative.

# b) Weekly

- i) Damp mop hard surface flooring using neutral cleaner designated for stone (twice weekly or as requested)
- ii) Dust/wipe all vinyl and leather furniture using treated cloths.
- iii) Dust/clean walls, doors, door frames and saddles and light switches.
- iv) Clean and polish all stainless steel.

# 3. <u>Stairwell Areas</u>

- a) Twice Weekly
  - i) All handrails, risers, treads, landings, etc. are to be cleaned of all dirt, dust and debris.
- b) Monthly
  - i) Dust/clean walls using extension duster over hand-height
  - ii) Dust fire bells, fire extinguishers, exit signs and light fixtures

#### 4. <u>Restrooms</u>

- a) Daily
  - i) Sweep and damp mop floors with a solution of water and germicidal disinfectant.
  - ii) Clean and disinfect all fixtures (toilets, urinals and sinks) with non-abrasive cleaner.
  - iii) Spot clean and sanitize stall partitions, tile walls, receptacles and dispensers.
  - iv) Empty and sanitize all trash and sanitary napkin receptacles and replace with proper liners. Waxed shall be used in sanitary napkin receptacles and MUST be replaced daily.
  - v) Stock all dispensers with soap, towels, tissue, toilet seat covers and related supplies.
  - vi) Wet wipe and polish all bright metal.
  - vii) Clean and polish mirrors.
  - viii) Report physical deficiencies to the Authority's representative.

# b) Monthly

- i) Thoroughly wash full surface area of all stall partitions and doors, tile walls and light fixtures with solution of water and disinfectant.
- ii) Clean and sanitize all trash and sanitary napkin receptacles.

# 5. <u>Cafeteria Cleaning</u>

#### a) Daily

- i) Clean and disinfect all table tops and chairs with non-abrasive cleaner.
- ii) Vacuum entire dining area.
- iii) Report all deficiencies to the Authority's representative.

# b) Semi-Annually

- i) Polish all stainless steel with approved polish
- ii) Polish legs of all tables and chairs in dining area.

# 6. <u>Optional Services. Bidders shall bid upon the following Options:</u>

- a) Window Cleaning Services (Option No. 1) See Section II.F.(2), Option No.1 Specifications.
- b) Carpet Cleaning and Floor Refinishing (Option No. 2)
  - i) Upon request, the Authority may require the Bidder to provide carpet cleaning and floor refinishing services at the square foot prices bid. These services will be billed as part of the next regularly scheduled successful Bidder's invoice but will be listed separately on the invoice along with standard Contract charges. Orders for carpet cleaning and/or floor refinishing services will be placed in writing by the Authority. In no event shall the Authority be liable to the successful Bidder for payments for any carpet cleaning and floor refinishing work performed by the successful Bidder, unless the successful Bidder performs such work by WRITTEN directive of the Authority.

# 6. Special or Unusual Conditions (Unforeseen Events)

In the event of unforeseen conditions, the Property Manager, may require the successful Bidder to provide additional janitorial or cleaning services not covered by these specifications. These unforeseen events will be processed as a change order to the Contract, the cost of which shall be mutually agreed upon by the parties at the time of the unforeseen event. Change orders that constitute an emergency may be placed orally; all others will be initiated in writing by the Property Manager. All written orders will describe the service to be provided and will state the agreed-upon fee to be paid to the successful Bidder. Except in the event of an emergency, in no event shall the Authority be liable to the successful Bidder for payments for any extra work performed by the successful Bidder, unless the successful Bidder performs such work by WRITTEN directive of the Authority.

# C. <u>SERVICE CONTRACT REQUIREMENTS</u>

#### 1. <u>Performance Standards</u>

The Authority shall be the sole determinant of all standards referenced in the Bid Documents, including but not limited to, standards of cleanliness and the measurement thereof (performance standards) and methods, standards of conduct, standards for management response and cooperation, etc. Complaints, concerns, or comments presented by the Authority regarding any of these standards and the measure of the successful Bidder's performance thereunder shall not be subject to debate.

#### 2. Independent Contractors

The successful Bidder will not be allowed to treat employees as independent contractors. No individuals or subcontractors classified as independent contractors, pursuant to the United States Internal Revenue Service definition, shall be permitted to work on any part of the Contract, or in or on the premises of Authority properties, as an express term and condition of the Contract. The successful Bidder shall accept full responsibility for ensuring that adequate Worker's Compensation Insurance, in accordance with statutory requirements, is available for its employees.

# 3. <u>Personnel</u>

# a) Contract Manager

- i) The successful Bidder shall arrange for a contract manager (which may be the Bidder himself or herself) and an alternate to be the primary contacts for services. The contract manager or alternate must respond within 30 minutes to any Authority communication.
- ii) The contract manager will receive notices, reports or requests for service from the Property Manager of the Authority or his/her representative (herein after referred to as the "Property Manager") and shall be available at all times when the Contract work is in progress. It is the policy of the Authority that Authority direction or supervision of the successful Bidder's employees, directly or indirectly, shall not be exercised.

#### b) Employees

- i) The successful Bidder, at its sole cost, shall furnish all labor necessary to properly perform all services according to the Bid Documents and Contract. The Bidder shall provide a current criminal background check on each individual that will be working in the Facility no later than five (5) working days prior to the individual beginning work. The background check will be reviewed and approved by the Property Manager before any successful Bidder's employee may begin work at the Facility. The successful Bidder is responsible for any costs associated with this process.
- ii) If the individual has not been a resident of New Jersey for 12 months, then a backcheck must be performed from their previous residence. The Authority reserves the right to reject any proposed personnel based on background check information.
- iii) All the successful Bidder's personnel performing services under the Contract shall be required to wear uniforms clearly identifying them as the successful Bidder's authorized personnel. All such personnel shall maintain a neat and clean appearance at all times.

#### 4. Hours of Work

a) The Facility will be required to be cleaned between the hours of 6:00 PM and 10:00 PM., Monday through Friday, unless other hours are agreed to by the Authority. Work will not be required when the Facility is closed for the following holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If the holiday falls on a Saturday, the services will not be required on the preceding Friday. If the holiday falls on Sunday, the services will not be required on the Monday following.

#### 4. Emergency Services

If an emergency arises (such as flooding of the Facility or a portion thereof), the successful Bidder shall divert its workforce, or such part thereof as deemed necessary by the Property Manager, from their normal assigned duties to meet these conditions. When the successful Bidder's employees are no longer needed to meet the emergency, they shall be directed by the successful Bidder to return to their normal duties. The successful Bidder shall not be penalized because the normal daily work that otherwise would have been performed had to be abandoned, but every effort must be made to complete Contract requirements as soon thereafter as possible.

# 5. Security Clearances

All of the successful Bidder's employees performing work under the Contract must comply with all security and administrative requirements of the Authority. The successful Bidder shall ensure that all required background checks are provided prior to the successful Bidder's employees obtaining access to the Facility to provide services. The Authority may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Authority's security or other requirements. Such refusal shall not relieve the successful Bidder of its obligation to perform all work in compliance with the Contract.

The Authority reserves the right to exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for the successful Bidder's employees. The Authority may, as it deems appropriate, authorize and grant temporary clearance to employees of the successful Bidder. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that a full clearance will follow as a result of the temporary clearance, and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Property Manager.

# 6. Building Security and Access Control

- a) The successful Bidder shall be given means of access to all rooms requiring cleaning. Any keys or key cards issued to the successful Bidder for such use shall be in accordance with the Authority key policy and shall be produced on demand of the Property Manager.
- b) Any area to which the successful Bidder is provided access by means of a key/key card, shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any Contract personnel.
- c) Upon completion of cleaning in a prescribed area, the successful Bidder's employees shall turn off all the lights in the area, so that upon completion of duties, all lights not required for insurance/safety purposes, i.e. night and exit lights, shall be turned off, and all doors and windows secured. The successful Bidder's site manager and/or crew supervisor shall check to ensure that all requirements are met prior to release of work crew for the day/night, including the replacement of all furniture and equipment moved during the cleaning process. The successful Bidder shall be responsible for activating any alarm systems.
- d) Any conditions in the Facility that may require repair shall be reported to the Authority in writing within 24 hours. For example, dripping faucets, damaged walls, burned out lights, etc.
- e) If keys/key cards are lost, the successful Bidder will pay for necessary lock changes, key reissuance, and call-out charges for access, and such cost shall be deducted from the current invoice.
- f) No personal items will be allowed in the Facility during performance of work under the Contract. The Authority shall not be responsible to the successful Bidder or any of the successful Bidder's employees for loss of personal property.

#### 7. <u>Standards of Conduct</u>

The successful Bidder shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his/her/its employees as may be necessary. The successful Bidder is also responsible for ensuring that his/her/its employees do not disturb papers on desks, open desk drawers, cabinets or filing systems, or use Authority or tenant telephones or other equipment, except as authorized. If the Property Manager brings to the successful Bidder's attention unacceptable work habits and appearance of the successful Bidder's employees, corrective action must be immediately taken. If needed action is not taken, the Property Manager may instruct the successful Bidder to remove such individuals from the Facility or to dismiss such individuals from working under the Contract. When employees of the successful Bidder

are determined to have misused Authority property, the successful Bidder shall be notified, and appropriate action shall be taken by the successful Bidder. The successful Bidder shall be required to reimburse the Authority when specific monetary loss can directly be attributed to the misuse of property/equipment by an employee of the successful Bidder.

#### 8. <u>Trash and Waste Removal Procedures</u>

The successful Bidder shall keep the elevator and surrounding areas clean. All waste placed into dumpsters shall be bagged or placed in closed containers before disposal. It shall be the successful Bidder's responsibility to provide said containers/bags. All cardboard containers must be broken down before disposal or deposit for recycling. The successful Bidder shall provide appropriate equipment for office trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags through office areas. The Rubbermaid brand trash cart, or acceptable equivalent, is the required equipment for doing this work. Containers and bags must be of heavy duty strength and handled in a manner to avoid breakage and leakage. Any additional cleanup that is necessary due to problems as described above shall be performed immediately and at the successful Bidder's expense.

#### 9. <u>Sensitive Equipment Areas</u>

- a) The successful Bidder will ensure that special care is taken to maintain areas containing computer equipment as dust free as possible. This will entail vacuuming and/or dry mopping (with mop head treated with light oil-base cleaner) daily, and wet mopping once a week.
- b) The use of large numbers of electronic equipment, such as CRT's, executive work stations, personal computers, word processing equipment, communications equipment, etc., requires that the successful Bidder instruct his/her/its cleaning personnel on the proper manner in which to perform their duties around this type of sensitive equipment. This instruction shall include the identification and proper usage of electrical circuits for cleaning equipment in the areas of this sensitive electronic equipment.
- c) Extreme caution while cleaning will be given to the following:
  - i. Avoidance of power interruption to devices;
  - ii. The use of the same circuit by cleaning equipment and sensitive devices at the same time. The successful Bidder shall consult with the Authority for identification of these areas;
  - iii. The use of cleaning equipment near sensitive devices;
  - iv. The use of only those cleaning products guaranteed not to damage sensitive electronic equipment;
  - v. The use of cleaning products on or around sensitive devices.

d) When breakers are tripped due to the successful Bidder's use of electrical outlets, the Authority's oncall person shall be notified immediately.

#### 10. Waste Recycling Program

Upon implementation of a recycling program as may be amended from time to time, the successful Bidder will be required to participate in such recycling program by collecting waste to be recycled and depositing it at designated locations without additional cost to the Authority. Items will include paper and co-mingled cans and bottles. During the life of the Contract, recycling containers will be marked for Recyclable Waste. The successful Bidder may not mix items from these containers. The waste must be segregated in the proper carts. Non-recycled trash may be disposed of into dumpsters.

# 11. Adding and Deleting Space

The Property Manager will give the successful Bidder a written notice no less than five (5) full working days in advance as to which areas are to be added or deleted from the routine cleaning schedule. Invoice adjustments will be made using the cost per square foot proposed by the Bidder. If space is added to the schedule it shall be cleaned in accordance with the specifications for similar space. The period for adding to or deducting from the payments will start on the effective date of the notice and continue for the time period specified in the notice.

#### 12. Quality Control

- a) The successful Bidder shall establish a complete quality control program to assure the requirements of the Contract are provided as specified. One copy of the successful Bidder's basic quality control program shall be provided to the Authority prior to start of services under the Contract. An updated copy must be provided to the Authority as changes occur. The program will include, but not be limited to the following:
  - i) An inspection system that assures the satisfactory execution of all the services specified and all of the conditions stipulated in the Contract.
  - ii) A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.
  - iii) A file of all inspections conducted by the successful Bidder and the corrective action taken. This documentation shall be made available to the Property Manager upon request at any time during the life of the Contract.

#### 13. Contract Deductions

- a) It is the objective of the Authority to obtain full cleaning performance in accordance with the Bid Documents, and at the quality standards of work set forth in the Contract. To that end, the Authority is contracting for the complete performance of each cleaning job as identified in the Bid Documents. In instances where any room is not satisfactorily cleaned or policed and serviced, as determined by the Property Manager in his/her discretion, an automatic deduction will be made for the entire room at a rate of two (2) times the unit (square foot) price established for the Contract for the first occurrence.
- b) If any work that is scheduled for performance is omitted or unsatisfactorily performed, the attention of the successful Bidder will be called to this failure or omission, and a deduction may be made from any monies due or to become due the successful Bidder at the Contract rate.
- c) If the successful Bidder or its employees bring unauthorized persons into the Facility during Contract working hours, a deduction will be assessed at a rate of 2 times the unit (square foot) price established for the contract and the successful Bidder shall accept all responsibility for damage, theft, loss or injury caused by, or inflicted upon the individual while in the Facility.
- d) The Authority reserves the right to remove any portion of the Facility from the Contract or to cancel the Contract, as a whole or in part, for non-performance or unsatisfactory performance upon30 days written notice.

#### 14. General Standards and Due Care and for Cleaning Personnel

- a) The successful Bidder and it employees must be briefed on fire and emergency procedures, including the location of fire equipment and safety exits.
- b) The successful Bidder must report fires, hazardous conditions and items in need of repair.
- c) The successful Bidder must close windows and turn off lights and fans when not in use.
- d) The successful Bidder must close doors and lock rooms in security areas after cleaning.
- e) The successful Bidder must turn in lost and found articles to the Authority's administrative offices.
- f) The successful Bidder must inform all of its employees of the need to exercise a reasonable vigilance in implementing Authority policies and Contract requirements, and to notify the Property Manager

when they encounter suspicious activity, including but not limited to unauthorized or suspicious persons on the premises.

- g) The successful Bidder will not allow smoking by its employees in Authority Facilities.
- h) The successful Bidder will not allow the consumption of food or drink in any areas other than Authority-approved locations.
- i) It shall be the successful Bidder's responsibility to clean up and/or rectify any damage to Authority or tenant's property caused by any individuals connected with the Bidder, to the satisfaction of the Authority.

# **End of Section III**

# APPENDIX 1

# PROPERTY SQUARE FOOTAGE

# **PROPERTY NAME:** New Jersey Turnpike Authority Administration Building

# PROPERTY ADDRESS: 1 Turnpike Plaza, Woodbridge, NJ 07095

FLOOR	CLEANABLE SQ. FOOTAGE	NOTES
Ground Floor	12,000	Includes conference center, Café Dining Area, Lobby restrooms, back corridor
Plaza	12,148	
2 <sup>nd</sup>	7,971	Includes occupied areas, restrooms, elevator lobby
3 <sup>rd</sup>	13,171	
4 <sup>th</sup>	13,171	
5 <sup>th</sup>	13,171	
6 <sup>th</sup>	13,171	
7 <sup>th</sup>	13,171	
8 <sup>th</sup>	13,171	
9 <sup>th</sup>	13,171	
10 <sup>th</sup>	13,171	
11 <sup>th</sup>	13,171	
12 <sup>th</sup>	13,171	

# EXIHIBIT A

# **REFERENCES**

# PLEASE PROVIDE REFERENCES ON SIMILAR TYPE OF WORK

1.	Organization/Agency:		
	Contact Person:	Phone:	
		Contract Value	
2.	Organization/Agency:		
	Contact Person:	Phone:	
		Contract Value	
3.	Contact Person:	Phone:	
		Contract Value	
4.	Organization/Agency:		
		Phone:	
		Contract Value	
5.	Organization/Agency:		
		Phone:	
		Contract Value	

# **REFERENCES CON'T**

6.	Organization/Agency:		
	Contact Person:	Phone:	
	Work Performed:		
		Contract Value	
7.	Organization/Agency:		
		Phone:	
	Work Performed:		
		Contract Value	

# **SECTION IV**

# **NO RESPONSE BID SURVEY**

# **BID REQUISITION NUMBER: RM-154373**

### PROPOSAL TITLE: CLEANING SERVICES

If you do not choose to respond to this Request for Bids, please complete this form and email to noble@njta.com.

Name of Company_	
1 -	

Reason you did not respond (Check all that apply)

\_\_\_\_\_ Cannot meet technical specifications

\_\_\_\_\_ Cannot meet delivery specifications

Cannot meet legal requirements (i.e. Bid/performance/security/insurance, etc.)

\_\_\_\_\_ Cannot provide a competitive price at this time

Interested in receiving specifications for informational purposes only

Insufficient lead time to respond

\_\_\_\_\_ Other:(please be specific) \_\_\_\_\_\_

Do you wish to remain on our mailing list?

Yes	No
100	110

Additional comments:

Signed :(optional)\_\_\_\_\_

Company:\_\_\_\_\_

**Exception Form:** Bidders may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items which the Bidder proposes to substitute. Bidders may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid.

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Delive	ery Date Exception
Warra	anty Date Exception
Signa	or's Name ture of Vendor Responsible Officer
Date	

# **NEW JERSEY TURNPIKE AUTHORITY**

#### DRAFT AGREEMENT CLEANING SERVICES RM-154373

THIS AGREEMENT, dated \_\_\_\_\_\_, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at One Turnpike Plaza, Woodbridge, New Jersey 07095 (the "Authority") and \_\_\_\_\_\_a corporation of the State of New Jersey, having principal offices located \_\_\_\_\_\_ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services of \_\_\_\_\_\_\_ specified in this Agreement in strict conformance with Specifications attached hereto and made a part hereof. Defined terms used herein carry the same meaning as defined in the Specifications.

The term of the Agreement shall commence on the date of the Purchase Order and terminate two (2) years therefrom, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority, resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

BY\_\_\_\_\_ John M. Keller

Kim Schurman Secretary to the Authority

[Corporate Seal]

ATTEST:

Company Name

**Executive Director** 

Name / Title

BY\_\_\_\_\_Name / Title

[Corporate Seal]